



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

**RATE CONTRACT FOR SUPPLY OF VARIOUS SIZES OF PE PIPES
ACROSS GEL LOCATIONS OF GUJARAT, PALGHAR DISTRICT &
THANE RURAL, DADRA AND NAGAR HAVELI (DNH), PUNJAB,
HARYANA, MADHYA PRADESH AND RAJASTHAN**

**(SUB TENDER ID- 337563 (PE PIPE 20MM), 337648 (PE PIPE 32MM),
337662 (PE PIPE 63MM), 337737 (PE PIPE 90MM), 337754 (PE
PIPE 125MM)**

Main e-TENDER ID- 337505



1. **GENERAL**

The Special Terms of CONTRACT shall be read in conjunction with the General Terms of CONTRACT (GTC), specification of work, drawings and any other documents forming part of this CONTRACT, wherever the context so requires.

Where any portion of the GTC is repugnant to or at variance with any provisions of STC, the provision(s) of later, unless a different intention appears, shall be deemed to override the provision(s) of GTC. This shall be only to the extent that such repugnancy of variations in the STC as are not possible of being reconciled with the provisions of GTC.

2. **RATE VALIDITY:**

The RATES specified in the RATE CONTRACT for issuance of formal CALLOUT ORDER shall remain firm & fixed for 18 (Eighteen) Month from the date of notification/award of RATE CONTRACT.

Rate Validity may get extended further for a period of 6 months on same unit rates and mutually agreed terms at discretion of GEL

3. **WARRANTY PERIOD: As per GTC**

4. **CONTRACT BANK GUARANTEE (CBG):**

The CONTRACTOR shall submit the CBG within 15 days from date of award/notification of CONTRACT, in the prescribed format, for an amount equivalent to 5% of the basic CONTRACT VALUE.

CBG shall be valid for the Contract duration + claim lodgment period of 3 months

In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish amended/ additional CPBG @ 5% for the differential amount / validity extension as per AMENDMENT, failing which equivalent differential value will be deducted from subsequent claim for payments, unless otherwise specified in the AMENDMENT.

5. **PERFORMANCE BANK GUARANTEE (PBG)/ PERFORMANCE SECURITY:**

The CONTRACTOR shall submit the PBG within 15 days from date of award/notification of CONTRACT, in the prescribed format, for an amount equivalent to 5% of the basic CONTRACT VALUE.

PBG shall be valid for the contract duration + warranty period (18 months) Post-delivery + 3 months claim lodgment period.

In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish amended/ additional PBG @ 5% for the differential amount / validity extension as per AMENDMENT, failing which equivalent differential value will be deducted from subsequent claim for payments, unless otherwise specified in the AMENDMENT.

OR

GGL shall retain an amount equivalent to 5% of the basic invoice value as PG. For retention of PG, only accepted quality material invoice value shall be considered.



Retained amount equivalent to 5% of the basic invoice value shall be released after warranty period (18 months) post receipt of material at GGL Site/Warehouse. However; Bidder shall intimate to Buyer for release of the retained amount.

6. **PAYMENT TERMS :**

100% Payment shall be released (after deducting/withholding the amount towards Penalty and/or Liquidated Damages and/or CBG/performance security etc. - as applicable) within 30 days from the date of receipt of Certified Bill / Invoice by GEL post acceptance of materials.

Payment will be made on the actual quantity received by BUYER and BUYER's record shall be considered as final & decisive on the point.

CONTRACTOR should ensure the following documents must submit with the original invoices: -

(1) Original invoice (2) delivery challan (3) E-way bill (4) VISA covering letter.

7. **QUANTITY:**

Quantity mentioned in the tender is estimated quantity. Separate LOA/order shall be issued time to time based on actual requirement. Supplier shall deliver materials as per quantity specified in the order. Payment shall be done against order.

OWNER reserves the right to increase the requirements upto 20% of tendered quantity at the time of award of CONTRACT and/or during Rate Validity period based on operational requirements at its sole discretion.

8. **TECHNICAL DOCUMENT SUBMISSION AGAINST CONTRACT / NOTIFICATION OF AWARD**

Upon issuance of Rate Contract/ Notification of Award, SELLER shall submit the required documents - signed, stamped and sealed- as per below timelines. Hard copy submission is mandatory.

Within 15 working days from the date of receipt of the Rate Contract / Notification of Award, SELLER shall submit Quality Assurance Plan (QAP), GEL data sheet, General Arrangement Diagram (GAD), Process & Instrumentation diagram (P&ID), Foundation drawings etc.

In case of any comments by BUYER towards the above, SELLER to submit revised/ corrected documents within 03 working days from the date of receipt of comments by BUYER.

Final approved documents by BUYER shall be applicable for all GOODS to be supplied under the RATE CONTRACT.

9. **DELIVERY SCHEDULE:**

Standard Lead Time for delivery from the date of issuance of Call-out order shall be within **6 weeks**. However; SELLER shall make best efforts to deliver the materials earlier than the specified lead time to meet BUYER operational requirements.

Actual delivery date shall not be beyond a period of sixty (60) days from the delivery date stipulated in the callout order, after which the Purchaser reserves the right to accept or reject the material delivery at its sole discretion and with no costs to the OWNER/Purchaser. Liquidated Damages as applicable shall be levied.

Third Party Inspection (TPI) shall be in GGL scope.



10. **DELIVERY POINT:**

Delivery Terminal of materials shall be communicated by BUYER in Call out Orders to be placed time to time based on actual requirement which may be any place in across Gujarat, Palghar District & Thane Rural, Dadra & Nagar Haveli, Punjab, Haryana, Madhya Pradesh and Rajasthan. All risk and liabilities in respect of the said GOODS shall be on account of SELLER till the GOODS are delivered at the delivery terminal / site as designated by BUYER.

11. **LIQUIDATED DAMAGES: Applicable as per GTC**

12. **BUYER REPRESENTATIVE (to be updated in Contract)**